islative judgment except in a clear case. *M. K. and T. R. Co.* v. *May,* 194 U. S. 267; *Watson* v. *Maryland,* 218 U. S. 173. The class must extend to all under the same conditions, *R. R.* v. *Ellis,* 165 U. S. 150. The instant case shows the tendency of modern decisions toward a liberal construction in order to uphold a law when it aims at a very palpable evil and endeavors to correct it. The regulation of trade and the protection of the weak producer is as much a legislative function as the regulation of prices. *Standard Oil Co.* v. *U. S.,* 221 U. S. 1.

CONTRACTS.—RIGHT TO NAME A CHILD SUFFICIENT CONSIDERATION.—Defendant's testator had given a written promise to plaintiff's father to pay $10,000 to the plaintiff in consideration for the privilege of naming the plaintiff, who is now suing through his father as next friend for breach of contract. *Held,* that the consideration was sufficient to support the contract. *Gardner* v. *Denison,* (Mass. 1914), 105 N. E. 359.

The main contention of the defense was that there was no valid consideration to support the promise. The court met this not with the argument, as might be expected, that defendant's testator received what he bargained for, but that the plaintiff had sustained a detriment. They say in part that the plaintiff "lost the opportunity of receiving a more advantageous name and is compelled to bear whatever detriment may flow from the name imposed upon him." This seems to be the view that the Massachusetts courts have taken of these contracts. This same doctrine was laid down in *Eaton* v. *Libbey,* 165 Mass. 218, from which this opinion seems to have been taken. The same question arose in *Parks* v. *Francis's Administrators,* 50 Vt. 626, which is cited in *Eaton* v. *Libbey* as standing for the same proposition, but the Vermont court said there was no need of deciding the question of consideration as it could not be enforced for failure to comply with a requirement in the Statute of Frauds. The other and what seems the more logical doctrine was the one on which the Indiana court decided this same question in *Wolford* v. *Powers,* 85 Ind. 294, holding that while it might be classed as a detriment to the promisee, that in contracts where the consideration is the satisfaction of the gratification, pleasure or ambition of the promisor, his estimation of its value should be taken and supported on the ground that it was a benefit to him and he obtained what he bargained for. These cases are all collected and cited in *Daily* v. *Minnock,* 117 Ia. 563, 91 N. W. 913, where without stating on which ground it decides, the court holds that the question is now settled in favor of holding this right to name a child a sufficient consideration to support a promise to the child.

CORPORATIONS—PURCHASE OF OWN STOCK.—The plaintiff had entered into an agency contract whereby he was to purchase twenty shares of stock of defendant company and to pay $1,500 cash, and upon termination of the agency the company was to repurchase the stock at the price paid for it. Plaintiff fulfilled his part of the contract and then, upon termination of the agency, sued to recover the purchase money. *Held,* that he could recover. *Hesse Envelope Co. of Texas* v. *Addison* (Tex. 1914), 166 S. W. 898.